

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED OF OMAHA LIFE INSURANCE
COMPANY,

Plaintiff,

v.

RICHARD MARKS, CHARLES JOHN
ALLAN WILLIAMS, and WILMINGTON
TRUST, N.A.,

Defendants.

Case No.

COMPLAINT IN INTERPLEADER

United of Omaha Life Insurance Company (“United”), by and through its counsel Jensen
Morse Baker PLLC, for its complaint in interpleader hereby alleges as follows:

I. PARTIES

1. United is an insurance company organized under the laws of Nebraska with its
principal place of business in Nebraska.

2. United issued Term Life Insurance Policy Number UAB951033 (the “Policy”) to
Daniel Marks (“Decedent”).

3. On information and belief, Richard Marks is a resident and citizen of Des Moines,
Washington

4. On information and belief, Charles John Allan Williams is a resident and citizen
of Las Vegas, Nevada.

1 5. On information and belief, Wilmington Trust, N.A., is a Delaware association
2 with its principal place of business in Wilmington, Delaware.

3 6. Decedent passed away on June 8, 2019 in King County, Washington. Each
4 defendant claims entitlement to some or all of the proceeds that are payable pursuant to the Policy
5 as a result of Decedent's death.

6 **II. JURISDICTION AND VENUE**

7 7. This Court has jurisdiction over this matter and dispute under the Federal
8 Interpleader Statute, 28 U.S.C. § 1335, because the adverse claimants are of diverse citizenship
9 and the disputed proceeds of the Policy exceeds \$500.

10 8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1397 because
11 one of the claimants resides in this judicial district.

12 **III. FACTS**

13 9. At the time of his death, Decedent was insured for the face amount of \$1,000,000.

14 10. A Beneficiary Endorsement to the Policy dated August 4, 2016 states that the
15 death benefit under the policy shall be paid as follows: "Primary Beneficiaries: Payments to
16 Charles John Allan Williams, cousin, and Richard A. Marks, son, share and share alike or to the
17 survivor of them."

18 11. A Beneficiary Endorsement to the Policy dated April 1, 2018 states that all
19 previous beneficiary designations are revoked and that the death benefit under the policy shall
20 be paid as follows: "Payment in one sum to Wilmington Trust, NA, business."

21 12. Wilmington Trust, N.A. claims entitlement to the proceeds of the Policy.

22 13. Charles John Allan Williams claims entitlement to the proceeds of the Policy.

23 14. Richard Marks claims entitlement to the proceeds of the Policy.

24 15. The payment of the proceeds of the Policy to Wilmington Trust, NA, Charles John
25 Allan Williams, and/or Richard Marks may expose United to double or multiple liability.

26 **IV. CAUSE OF ACTION: INTERPLEADER**

27 16. United realleges paragraphs 1-15 as if fully set forth herein.

1 17. United is faced with competing claims to the proceeds of the Policy. United
2 cannot determine, nor is it required to determine, to whom the proceeds of the Policy belong, and
3 United faces exposure to double or multiple liability if it delivers the proceeds of the Policy to
4 one or more of the defendants.

5 18. United is ready, willing, and able to deposit the proceeds of the Policy with the
6 Court, plus any interest as may be required by statute. United has incurred, is incurring, and will
7 continue to incur costs and attorney's fees in bringing this action. United therefore asks that it
8 be awarded a recovery of its reasonable costs and attorney's fees, and that it be permitted to
9 deduct that amount from the sum described above to be deposited with the Court.

10 19. United asks that it be permitted to deposit the proceeds of the Policy with the
11 Court as set forth above, less its reasonable costs and attorney's fees incurred in bringing this
12 action. United further asks that it be discharged from any obligation or liability to any of the
13 defendants for any of the proceeds of the Policy, or any interest thereon. Moreover, United asks
14 that the Court determine the entitlement of the various parties to the proceeds of the Policy,
15 wholly or in part, and that the proceeds be disbursed to the various parties in accordance with
16 that determination.

17 20. Pursuant to 28 U.S.C. § 2361, United is entitled to an order restraining defendants
18 from instituting or prosecuting any proceeding in any State or United States court affecting the
19 Policy.

20 **V. PRAYER FOR RELIEF**

21 WHEREFORE, United prays for judgment as follows:

22 1. That United be permitted to deposit the proceeds of the Policy, subject to the
23 adjustments described above, into the registry of the Court pending judgment;

24 2. That defendants and each of them be ordered to interplead and litigate their claims
25 to the proceeds of the Policy and be enjoined from commencing any action or proceeding against
26 United relating to or arising out of the Policy or the proceeds of the Policy;

27 3. That United be discharged from any and all liability to each of said defendants
COMPLAINT IN INTERPLEADER - 3

1 relating to or arising out of the Policy or the proceeds of the Policy;

2 4. That the Court determine the entitlement of the various parties, wholly or in part,
3 to the proceeds of the Policy;

4 5. That United be awarded its own costs and reasonable attorney's fees incurred in
5 this action, wholly or in part; and

6 6. That United be awarded such other and further relief as the Court may deem just
7 and equitable.

8 DATED: August 23, 2019

9
10 JENSEN MORSE BAKER PLLC

11
12 By s/ Gabriel Baker
Gabriel Baker, WSBA No. 28473

13 Attorneys for Plaintiff United of Omaha Life
14 Insurance Company